

**CROWN CORRECTIONAL TELEPHONE, INC.
COINLESS TELEPHONE AGREEMENT**

This Telephone Agreement ("The Agreement") is made on the 12th day of July, 2012 between Crown Correctional Telephone, Inc. ("Vendor"), and the Baca County Jail ("Customer").

1. Facility

The Customer grants the Vendor the exclusive right to install and maintain the coin and non-coin pay telephones and equipment on the premises. The Vendor shall have the right to install the coin and non-coin pay telephones and equipment on each premises acquired or leased by the Customer after the date of this Agreement and this Agreement shall be automatically amended to include those premises as if part of the Agreement on the execution date thereof. The location of the telephones and equipment on the premises shall be determined by mutual agreement between the Customer and the Vendor. The Vendor shall have the right and responsibility to make all replacements, updates, modifications, and connections that are reasonably necessary or desirable for the proper operations of the telephones and equipment. The Vendor shall be responsible to repair any damage caused to the premises by any reason of its replacements, updates, modifications, or connections, or by the operation of the telephones or of the equipment in the premises, normal wear and tear expected.

2. Term

The term of this Agreement shall be sixty (60) months from the date of installation (the "Commencement Date"), and shall terminate on the date, which is sixty (60) months after the Commencement Date (the "Expiration Date"), unless the Agreement is sooner terminated as provided in this Agreement. This Agreement shall automatically renew for two (2) additional 12-month periods commencing on the Expiration Date, unless either party delivers written notice to the other indicating its desire not to renew at least 60 days prior to the Expiration Date. Commencement Date is August 1, 2012.

3. Compensation

The Vendor shall pay to the Customer 50-percent of the gross billable coin and operator service revenue from utilization of the equipment through all calls completed by users within the premises (the "Commission"). "Gross Revenue" shall mean gross coin and operator service revenue collected from the user. The Commission shall be paid to the Customer on a monthly basis no later than the 25th of the following month in which revenues were generated. If the Customer wishes the commission to be remitted to an address that differs from the address on the last page of this Agreement, please advise the Vendor in writing.

4. Telephone Lines

The Vendor shall be responsible for, and shall pay all costs in connection with, the installation of the telephones and equipment, including all line charges and deposits. The Customer grants to the Vendor permission to contact any local exchange or other telephone company to arrange for the installation of any necessary telephone line(s) and to replace existing equipment at the Vendor's sole cost and expense and obtain any past revenue records from the exiting Vendor(s).

5. Equipment

The Equipment installed on the premises during the term(s) of this Agreement, shall remain the sole and exclusive property of the Vendor. Upon the expiration of this Agreement, the Vendor shall have the right to enter upon the premises and remove all of the telephones and equipment, unless the Customer or the entering Vendor agree to purchase the telephones and/or equipment at a price to be agreed upon by all parties involved.

6. Repair and Maintenance

During the term(s) of this Agreement, the Vendor will repair and maintain the telephones and equipment in good operating condition as required for their operation. The Customer shall permit all employees, contractors, and local exchange carrier representative's reasonable access to the premises at all times, in order to service, repair, and maintain the equipment. The Customer shall promptly notify the Vendor in writing of any misuse, destruction, damage, or vandalism of equipment. In the event that the Vendor shall default in the performance of its obligations to promptly service, repair, and maintain the telephones and equipment installed pursuant to this Agreement, the Customer shall notify the Vendor of such breach set forth in Section 9 of this Agreement.

7. Authority of This Agreement

The Customer represents that it has the power and authority, as lessee or owner of the premises, to execute this Agreement and to comply with the terms of this Agreement. The Vendor shall have the right to assign this contract.

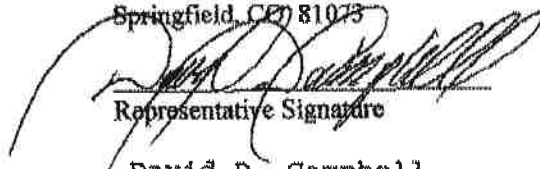
8. Licenses

The Vendor shall secure all licenses required by any state, city, county or other governmental authority at its sole cost and expense.

9. Event of Default, Termination of Agreement

In the event that either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice of default setting forth with specificity the nature of the event of default. In the event the defaulting party fails to cure such event of default within thirty days from receipt of said notice of default, the non-defaulting party shall have the right to terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity. If the performance of this Agreement or any obligation hereunder, is interfered with by reason of any circumstances beyond the reasonable control of the parties, including without limitation, fire, explosion, riots, civil unrest, power failures, injunctions, or acts of God, then the party effected shall be excused from such performance on a day-to-day basis to the extent of such inference, provided the party so affected shall use reasonable efforts to remove such causes of non-performance. In the event any governmental tariff or regulation prevents the Vendor from providing services, or such tariffs or regulations make continuation of this Agreement impractical for economic reasons or otherwise, then the Vendor, at its sole discretion, may terminate this Agreement without liability. In the event of a termination of this Agreement for any reason, the Customer agrees to allow the Vendor access to the facility/facilities in order to remove the equipment and related equipment. The Vendor agrees to remove the equipment and related equipment within a reasonable time frame after the termination of this Agreement to reduce the amount of down time between the exiting and entering Vendors.

Baca County Jail
265 E. 2nd Avenue
Springfield, CO 81073



Representative Signature

David D. Campbell
Representative Printed Name

Sheriff
Representative Title

07-12-2012
Date

Crown Correctional Telephone, Inc.
P.O. Box 5099
Granbury, TX 76049


Representative Signature

RYAN BARTULA
Representative Printed Name

PRESIDENT
Representative Title

JULY 14, 2012
Date